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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE CHRYSLER-DODGE-JEEP
ECODIESEL MARKETING, SALES
PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

This Documents Relates to:

ALL CONSUMER AND RESELLER
ACTIONS

Case No. 3:17-md-02777-EMC

**EXHIBIT 3 TO CONSUMER AND
RESELLER DEALERSHIP CLASS
ACTION SETTLEMENT AGREEMENT
AND RELEASE (DKT. NO. 487)**

Hearing: January 23, 2019
Time: 10:00 a.m.
Courtroom: 5, 17th floor
The Honorable Edward Chen

Jeep Grand Cherokee EcoDiesel and Ram 1500 EcoDiesel Settlements

A federal court approved this Notice. This is not a solicitation from a lawyer.

Fiat Chrysler (Fiat Chrysler Automobiles N.V., FCA US LLC, VM Motori, S.p.A., and VM North America, Inc.) has reached settlements with consumers and federal and state regulators (collectively, the “Settlements”) in which it has agreed to modify the emission control system software in certain Ram 1500 and Jeep Grand Cherokee vehicles equipped with a 3.0-liter V6 diesel engine and to make monetary payments to certain affected consumers. The consumer class action settlement also involves Bosch (Robert Bosch GmbH and Robert Bosch LLC). Fiat Chrysler and Bosch are referred to collectively as “Defendants.”

The following vehicle make and model years are included in the Settlements, subject to the exclusions contained in this Notice and in the Settlements, and are referred to throughout this Notice and in the Class Action Agreement as the “Subject Vehicles.” Not all Subject Vehicles are eligible to receive compensation under the Class Action Agreement. Those that are eligible for compensation under the Class Action Agreement are referred to as the “Eligible Vehicles.”

MODEL	MODEL YEARS
Ram 1500 EcoDiesel	2014 - 2016
Jeep Grand Cherokee EcoDiesel	2014 - 2016

The Settlements consist of:

- A Class Action Agreement (or “Agreement”) between Defendants and certain current owners/lessees and former owners/lessees of Eligible Vehicles (collectively, “Class Members”); and
- A “Consent Decree” between Fiat Chrysler and the United States Department of Justice (the “DOJ”) on behalf of the Environmental Protection Agency (“EPA”) and the State of California by and through the California Attorney General and the California Air Resources Board (“CARB”).

This Notice summarizes the terms of the Class Action Agreement and answers potential questions Class Members and other owners and lessees of Subject Vehicles may have about their eligibility and the terms of the Agreement.

Summary of Benefits for Class Members

The Agreement accomplishes three main objectives: (1) it provides cash compensation to Class Members; (2) it updates the software in the Eligible Vehicles’ emission control systems; and (3) it gives Class Members a robust extended warranty.

Class Member Compensation. The first objective is achieved through cash payments to Class Members. Those cash payments are as follows:

	Eligible Owners (If no former owner or former lessee timely completes a valid claim for the same vehicle)	Eligible Owners (If a former owner or former lessee timely completes a valid claim for the same vehicle)	Eligible Lessees, Former Owners, and Former Lessees
Cash Compensation	\$3,075	\$2,460	\$990

The estimated maximum aggregate value of the monetary component of this Class Action Agreement is \$307,460,800, if every Class Member participates in the Class Action Agreement by filing a timely and valid Claim.

Vehicle Repair. The second objective is achieved through an emissions modification approved by the EPA and CARB that will ensure that the Eligible Vehicles' emissions are in compliance with the emissions standards to which they were originally certified, without reducing advertised performance or average fuel economy. Through the Settlements, Fiat Chrysler will offer this "Approved Emissions Modification" or "AEM" free of charge to all model year 2014 to 2016 Ram 1500 EcoDiesel and Jeep Grand Cherokee EcoDiesel vehicles, including Eligible Vehicles. In addition, under the Consent Decree, Fiat Chrysler will pay \$305 million as a penalty under the Clean Air Act and the California Health and Safety Code.

Extended Warranty. The third objective is achieved through an Extended Warranty offered for all Eligible Vehicles that receive the Approved Emissions Modification. The Extended Warranty covers all parts and systems affected by the Approved Emissions Modification, and the warranty term is the greater of (i) 10 years from the date of initial sale or 120,000 actual miles on the vehicle odometer, whichever comes first; and (ii) 4 years or 48,000 miles from the date and mileage of installing the Approved Emissions Modification on the vehicle, whichever comes first. Fiat Chrysler shall not impose on consumers any fees or charges (and must pay any fees or charges imposed on consumers by any Dealer in accordance with the applicable franchise agreements with such Dealers) related to the warranty service. The estimated per-vehicle cost to Fiat Chrysler of the warranty components of this Class Action Agreement is approximately \$1,050.

Obtaining Information About the Settlements and their Benefits

This Notice is a summary of the Class Action Agreement and its benefits. The full details of all Settlements are available online at the Settlement Website (www.EcoDieselSettlement.com). The Settlement Website also contains additional information about settlement benefits and eligibility.

Attorneys' Fees

The attorneys that the Court appointed to represent the consumer plaintiffs in this litigation are referred to as "Class Counsel." Class Counsel will request Defendants pay attorneys' fees and costs separate from and in addition to the benefits the Settlements provide Class Members. Any fees and costs paid to Class Counsel will not reduce Class Members' compensation, and must be approved by the Court.

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CLASS MEMBERSHIP**1. What is this litigation about?**

On January 12, 2017, the EPA and CARB issued notices of violation to Fiat Chrysler Automobiles N.V. and FCA US LLC alleging that certain Ram and Jeep vehicles with 3.0-liter V6 diesel engines in the United States were equipped with eight Auxiliary Emissions Control Devices (“AECDS”) that were not disclosed to the EPA, and that the operation of one or more of the AECDS alone or in combination acted as “defeat devices” and resulted in excess emissions of nitrogen oxides (“NOx”). January 12, 2017 is sometimes referred to in this Notice as the “Notice of Violation date” or “NOV date.”

Attorneys representing owners and lessees of these EcoDiesel vehicles, including certain automobile dealers not affiliated with Fiat Chrysler, filed class action lawsuits against Fiat Chrysler Automobiles N.V., FCA US LLC, VM Motori, S.p.A., VM North America, Inc., Robert Bosch GmbH, and Robert Bosch LLC, who are referred to as the “Defendants.” The people who sued are called the “Plaintiffs.”

Plaintiffs allege that the Subject Vehicles were equipped with AECDS that caused the vehicles to emit significantly more pollutants than consumers reasonably expected, and more pollutants than were permitted under federal and state clean air laws. Plaintiffs further assert that the Defendants intentionally misled consumers about the qualities and characteristics of the Subject Vehicles.

In addition to the class action lawsuits, the DOJ filed suit on behalf of the EPA and the State of California filed suit by and through the California Attorney General and CARB. The lawsuits filed by the DOJ/EPA and California assert that Fiat Chrysler violated the Clean Air Act and the California Health and Safety Code.

The case is before Judge Edward Chen of the United States District Court for the Northern District of California (the “Court”). The case is known as *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, No. 3:17-md-2777.

2. Am I covered by the Class Action Agreement?

You are covered by the Class Action Agreement if you are a member of the Class. Except for the exclusions mentioned below, the Class is composed of all persons (including individuals and entities) who:

- On January 12, 2017, owned or leased an eligible model year 2014, 2015, or 2016 Ram 1500 or Jeep Grand Cherokee 3.0-liter diesel vehicle Registered (as defined in Paragraph 2.60 of the Class Action Agreement) in the United States or its territories (an “Eligible Vehicle,” defined more fully in Section 2.35 of the Class Action Agreement); or
- between January 12, 2017 and the deadline to submit claims become the owner or lessee of an Eligible Vehicle in the United States or its territories; or
- own or lease an Eligible Vehicle in the United States or its territories at the time it receives the Approved Emissions Modification.

The Class includes automobile dealers who are not Fiat Chrysler Authorized Dealers and otherwise meet the definition of the Class.

The following persons (including entities and individuals) are **excluded** from the Class:

- Owners or lessees who acquired an Eligible Vehicle after January 12, 2017 (NOV date) and transferred ownership or terminated their lease before the opt-out deadline of April 1, 2019;
- Owners or lessees who acquired an Eligible Vehicle after January 12, 2017 and transferred ownership or terminated their lease after April 1, 2019 as a result of a total loss, but before the deadline for Eligible Owners and Eligible Lessees to submit a claim;
- Owners who acquired an Eligible Vehicle on or before January 12, 2017 and transferred ownership after January 10, 2019 (the date the Agreement was announced) but before April 1, 2019, unless ownership was transferred as a result of a total loss;
- Lessees who leased their Eligible Vehicles on or before January 12, 2017, acquire ownership after January 10, 2019, and transfer ownership before the AEM is performed on the Eligible Vehicle;
- Owners whose Eligible Vehicle is not Registered (as defined in Paragraph 2.60 of the Class Action Agreement) in the United States as of the date the AEM is performed;
- Defendants' officers, directors and employees; Defendants' affiliates and affiliates' officers, directors and employees; their distributors and distributors' officers, directors and employees; and Fiat Chrysler's Authorized Dealers and their officers and directors;
- Judicial officers and their immediate family members and associated court staff assigned to this case; and
- All those otherwise in the Class who or which timely and properly exclude themselves from the Class.

If, after reading this Notice, you are not sure whether you are included in one of the Settlements, you may visit the Settlement Website (www.EcoDieselSettlement.com) or call 1-833-280-4748. You may also write with questions to the **[Address for questions – to be updated upon preliminary approval of settlement]**.

3. Who qualifies for the Approved Emissions Modification?

All owners or lessees of Subject Vehicles will be able to obtain the AEM at a Fiat Chrysler Authorized Dealer or, in certain areas, through a Fiat Chrysler service provider, regardless of whether they are Class Members. The specific repairs that will be performed are described in detail in the Consent Decree, which is available on the Settlement Website (www.EcoDieselSettlement.com).

4. Who qualifies for payment benefits? And what will they receive?

Several broad categories of Class Members qualify for payment benefits: Eligible Owners, Eligible Lessees, Eligible Former Owners, and Eligible Former Lessees. The Class Action Agreement sets forth all eligibility criteria and compensation details, but the table below provides an overview of the Class Member categories and the benefits they are eligible to receive.

Category	Definition	Benefits	Class Member Payment [†]
Eligible Owner (acquired vehicle on or before January 12, 2017)	Owned an Eligible Vehicle on January 12, 2017 (NOV date), and owns that Vehicle at the time of the AEM	Owner Payment + Approved Emissions Modification + Extended Warranty	\$3,075
Eligible Owner (acquired vehicle after January 12, 2017) (does not apply to owners of vehicles that were leased as of January 10, 2019, who are treated as Eligible Lessees, and not Eligible Owners)	Owens an Eligible Vehicle at the time of the AEM, but did not own that Eligible Vehicle on January 12, 2017 (NOV date)	Owner Payment + Approved Emissions Modification + Extended Warranty	\$2,460 (if an Eligible Former Owner or Eligible Former Lessee of the vehicle also makes a valid claim for benefits) <u>OR</u> \$3,075 (if no other Class Member makes a valid claim for benefits related to the same vehicle)
Eligible Former Owner*	Owned an Eligible Vehicle on January 12, 2017 (NOV date), and sold the vehicle on or before January 10, 2019 (announcement date)	Former Owner Payment	\$990
Eligible Lessee	Leases an Eligible Vehicle at the time of the AEM, or purchased an Eligible Vehicle that was leased on January 10, 2019 (announcement date), and owns the Eligible Vehicle at the time of the AEM	Lessee Payment + Approved Emissions Modification + Extended Warranty	\$990
Eligible Former Lessee*	Leased an Eligible Vehicle on January 12, 2017 (NOV date), and surrendered the vehicle before the vehicle receives the AEM.	Lessee Payment	\$990

[†] Eligible Owners and Eligible Lessees who participate in the Claims Program must complete an Approved Emissions Modification to receive the Class Member Payment.

* For additional details relating to totaled vehicles, see Question 11.

5. I sold my vehicle. Am I a Class Member? What are my benefits?

Class Members who wish to claim benefits under the Class Action Agreement and have not already sold or otherwise transferred ownership of their vehicles should retain their vehicles, submit a claim, and have the AEM performed on their vehicles.

If you owned an Eligible Vehicle on January 12, 2017 (NOV date), and you sold your vehicle before January 10, 2019 (announcement date), including transferring it to an insurance company or otherwise selling to a junkyard or salvage dealer following a total loss (i.e., a “totaled” vehicle), you are a Class Member. You may be eligible to receive benefits as an Eligible Former Owner.

TO OBTAIN SETTLEMENT BENEFITS, Eligible Former Owners MUST submit a complete and valid claim within 90 days after the Court’s final approval of the Settlements to be eligible for compensation. Under the proposed schedule, this would mean a deadline of July 29, 2019, although the deadline may change depending on when the Court finally approves the Settlements. Please check the Settlement Website (www.EcoDieselSettlement.com) regularly for updates regarding this deadline. See Questions 16-19 for details on how to submit a claim. Eligible Former Owners who miss the 90-day claim deadline will not receive any settlement compensation.

If you sold or otherwise transferred title of your Eligible Vehicle after January 10, 2019, but before the Opt-Out Deadline of April 1, 2019, you are not a Class Member, this Agreement does not cover or release any potential claims you might have against the Defendants, and you will not receive any compensation under the Class Action Agreement.

If you sold or otherwise transferred title of your Eligible Vehicle after the Opt-Out Deadline of April 1, 2019, but before the vehicle receives the AEM, you are a Class Member but you will not receive any compensation under the Class Action Agreement. To avoid this situation, you should keep your vehicle, submit a claim and then schedule and complete an AEM appointment as soon as possible.

If, because of a total loss, you transferred title to your Eligible Vehicle to an insurance company or an equivalent after January 10, 2019, and prior to receiving the AEM, please refer to Question 11.

6. I no longer lease my vehicle. Am I a Class Member?

If you leased an Eligible Vehicle as of January 12, 2017 (NOV date), and your lease terminated before the AEM is performed, you are a Class Member known as an Eligible Former Lessee.

If you are leasing an Eligible Vehicle when the AEM is performed you are a Class Member known as an Eligible Lessee.

Lessees will be entitled to the same compensation under the Class Action Agreement regardless of whether they are classified as Eligible Lessees or Eligible Former Lessees.

If you previously leased an Eligible Vehicle and then purchased it, please see Question 8.

TO OBTAIN SETTLEMENT BENEFITS, Eligible Former Lessees MUST submit a complete and valid claim within 90 days after the Court’s final approval of the Settlements to be eligible for compensation. Under the proposed schedule, this would mean a deadline of July 29, 2019, although the deadline may change depending on when the Court finally approves the Settlements. Eligible Former Lessees who miss the 90-day claim deadline will not receive any settlement compensation.

Please check the Settlement Website (www.EcoDieselSettlement.com) regularly for updates regarding this deadline. See Questions 16-19 for details on how to submit a claim.

7. I bought my vehicle after January 12, 2017. Am I a Class Member?

If you acquired an Eligible Vehicle after January 12, 2017 (NOV date), and continue to own the vehicle as of the date it receives the AEM, you are a Class Member known as an Eligible Owner. However, if you own an Eligible Vehicle that was leased, either by you or another party, as of January 10, 2019 (announcement date), and own the vehicle when the AEM is performed, you are eligible for a Lessee Payment, not an Owner Payment.

If you acquired an Eligible Vehicle after January 12, 2017 and sold or otherwise transferred ownership of that vehicle after January 10, 2019, but *before* the Opt-Out Deadline of April 1, 2019, you are not a Class Member and you will not receive any benefits under the Class Action Agreement.

If you acquired an Eligible Vehicle after January 12, 2017, and, because of a total loss, transferred title of the vehicle to an insurance company or equivalent after the Opt-Out Deadline of April 1, 2019, you are not a Class Member and you will not receive any benefits under this Class Action Agreement.

If you acquired an Eligible Vehicle after January 12, 2017, and sold or otherwise transferred title of that vehicle *after* the Opt-Out Deadline of April 1, 2019, but before the vehicle receives the AEM, you are a Class Member but you will not receive any benefits under the Class Action Agreement. To avoid this situation, you should keep your vehicle, submit a claim and then schedule and complete an AEM appointment as soon as possible.

If you buy an Eligible Vehicle after the Opt-Out Deadline of April 1, 2019 but before the last day to submit a claim (see Question 18), you have the right to exclude yourself from (opt out of) the class within 30 days of the vehicle purchase date. For more information regarding your right to exclude yourself from the Class Action Agreement, see Question 25.

8. Am I covered by the Class Action Agreement if I leased and then purchased the vehicle that I now own?

Yes, you are a member of the Class. The benefits you will receive depend on when you purchased your vehicle. If you purchased your vehicle before January 10, 2019, you will be an Eligible Owner. If you purchased your previously-leased vehicle on or after January 10, 2019, you are an Eligible Lessee. **However, if you are an Eligible Lessee, and if you purchase and then subsequently sell the Eligible Vehicle after January 10, 2019, and before it receives the AEM, you will not receive any benefits under the Class Action Agreement.**

ECODIESEL SETTLEMENT BENEFITS

9. What benefits will be available for Subject Vehicles?

Fiat Chrysler has developed, and the EPA and CARB have approved, a change to the emissions software referred to as the Approved Emissions Modification (“AEM”) that ensures compliance with the emissions standards to which the vehicles were originally certified without reducing advertised performance or average fuel economy. Owners and lessees who still own or lease their vehicles will be entitled to receive the AEM free of charge and an Extended Warranty. In addition to an Approved Emissions Modification, the Class Action Agreement provides for monetary compensation to Class Members that receive an AEM, as described in Question 4.

10. What are my benefits if I leased and then purchased my vehicle?

If you leased your vehicle and then purchased it, your benefits depend on when you bought your vehicle and on whether and when you sold it.

- If you purchased your Eligible Vehicle **after** January 10, 2019 (announcement date), and still own the vehicle, you are considered an Eligible Lessee. If you continue to own the vehicle when the Approved Emissions Modification is performed you are entitled to a Lessee Payment and an Extended Warranty. If you leased the vehicle as of January 12, 2017, and surrender it at the conclusion of your lease before the Approved Emissions Modification is performed, you are entitled to a Lessee Payment as an Eligible Former Lessee.
- If you purchased your Eligible Vehicle from a lease on or **before** January 10, 2019, you are considered an Eligible Owner. If you continue to own the vehicle when the Approved Emissions Modification is performed, you are entitled to an Owner Payment and an Extended Warranty. If you leased the vehicle as of January 12, 2017, and purchased and then sold or otherwise transferred title of the vehicle before January 10, 2019, you are entitled to a Former Owner Payment.

11. Can I receive benefits if my vehicle is totaled?

If your Eligible Vehicle is or was declared a total loss (“totaled”) and transferred to an insurance company (or otherwise sold to a junkyard, salvage dealer, or the equivalent), your eligibility for benefits under the Class Action Agreement depends on when title of the totaled vehicle is transferred.

If you owned an Eligible Vehicle on or before January 12, 2017, but that vehicle was totaled and transferred to an insurance company (or otherwise sold to a junkyard, salvage dealer, or the equivalent) before the AEM is performed, you can still receive compensation as an Eligible Former Owner (a Former Owner Payment). However, you must submit a complete claim by the applicable deadline (see Questions 5 and 18).

If you acquired an Eligible Vehicle after January 12, 2017, but that vehicle was totaled and transferred to an insurance company (or otherwise sold to a junkyard, salvage dealer, or the equivalent) before the AEM is performed on the vehicle, you are **not** eligible to receive compensation under the Class Action Agreement.

If you leased an Eligible Vehicle on or before January 12, 2017, but that vehicle was totaled and surrendered under the terms of the lease before the AEM is performed, you can still receive compensation as an Eligible Former Lessee. However, you must submit a complete claim by the applicable deadline (see Questions 6 and 18).

If your lease began after January 12, 2017, and your vehicle was totaled and surrendered under the terms of the lease before the AEM is performed, you are **not** eligible to receive compensation under the Class Action Agreement.

12. When do I need to have the repair done?

If you own or lease an Eligible Vehicle, to receive compensation under the Class Action Agreement, you must submit a complete and valid claim by **21 months after the Court's orders granting final approval of the Settlements and complete your AEM by 24 months after the Court's orders granting final approval of the Settlements**. You can continue to drive your vehicle without an Approved Emissions Modification until you schedule an Approved Emissions Modification appointment, but you will not receive payment or an Extended Warranty until the Approved Emissions Modification is performed (unless the vehicle is declared a total loss and transferred to an insurance company or equivalent, and you timely file a complete and valid Claim—see Question 11).

Please note that Eligible Former Owners and Eligible Former Lessees must submit a complete and valid claim within 90 days after final approval of the Class Action Agreement. Under the proposed schedule, this would mean a deadline of July 29, 2019, although the deadline may change depending on when the Court finally approves the Settlements.

Eligible Former Owners and Eligible Former Lessees who do not submit a claim before the 90-day deadline will not receive compensation under the Class Action Agreement.

Please check the Settlement Website (www.EcoDieselSettlement.com) regularly for updates regarding this deadline.

REPAIRING YOUR VEHICLE'S EMISSIONS SYSTEM**13. How and when will the emissions systems from Subject Vehicles be repaired?**

The Approved Emissions Modification will be available 15 days after the Court grants final approval of the Settlements. The earliest date the AEM will be available is May 14, 2019. All owners or lessees of Subject Vehicles, including Class Members, will be able to obtain the repair at a Fiat Chrysler Authorized Dealer or, in certain areas, through a Fiat Chrysler service provider. Eligible Class Members will receive the associated Class Member Payment described in Question 4. The specific repairs that will be performed are described in detail in the Consent Decree, which is available on the Settlement Website (www.EcoDieselSettlement.com).

Fiat Chrysler will provide a loaner vehicle at no cost to the Eligible Owner/Lessee for any Approved Emissions Modification that is scheduled to take longer than three hours or that is not complete within three hours of the scheduled start of the appointment. Class Members who receive a loaner vehicle under this provision will have 24 hours to return the vehicle from the time Fiat Chrysler notifies them that the AEM is complete.

14. How will the Approved Emissions Modification affect my vehicle?

The Approved Emissions Modification will ensure that Eligible Vehicles are in compliance with the exhaust emissions standards to which they were originally certified.

Nature of the Approved Emissions Modification. The Approved Emissions Modification (AEM) consists of a software reflash that modifies the calibrations in your vehicle's Engine Control Unit (ECU) and Transmission Control Unit (TCU). There are no hardware changes to your vehicle associated with this AEM. However, your authorized Ram or Jeep dealership may make certain hardware changes to your vehicle or may modify your vehicle in accordance with open recall notices at the same time the AEM is installed. You should ask your authorized dealer about these changes to your vehicle, as they are not part of the AEM described in this document.

Key Vehicle Attributes. This AEM is not expected to change any of your key vehicle attributes, such as reliability, durability, vehicle performance, drivability, engine noise or vibration, or other driving characteristics.

DEF Consumption. The AEM is not expected to change your Diesel Exhaust Fluid (DEF) tank refill interval. If your previous refill rate coincided with your oil change interval, that should not change with this software update. However, you may notice that under certain conditions your vehicle may use slightly more DEF as compared to prior usage.

Fuel Economy. Average fuel economy is not expected to change as a result of this AEM. The AEM may, under sustained low speed driving (e.g., under 21 mph) with frequent stops, decrease your fuel economy or, under sustained high speed driving conditions, increase or decrease your fuel economy. As with all vehicles, however, several factors can affect your actual fuel economy such as: how and where you drive, vehicle condition, maintenance and age, fuel variations, and vehicle variations.

This information will be made available online through the Settlement Website (www.EcoDieselSettlement.com). Online access will be provided for a minimum of ten years after the Consent Decree is entered.

<p>15. What is included in the Approved Emissions Modification Extended Warranty?</p>
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The “Approved Emissions Modification Extended Warranty” is a warranty that will apply to all vehicles that receive an Approved Emissions Modification. It will cover the cost of all parts and labor needed to repair the items listed in Appendix E of the Consent Decree, which are also listed here:

- Catalysts: Diesel Oxidation Catalyst / Diesel Particulate Filter (DPF) Assembly; Selective Catalytic Reduction (SCR) Catalyst
- Diesel Exhaust Fluid (DEF) System: DEF Injector; DEF Injector Controller; DEF Storage Tank; DEF Delivery Lines; DEF Concentration Sensor (2016 Model Year Ram 1500 and Jeep Grand Cherokee only); DEF Supply Module, Pump, & Temperature Sensor Unit
- Parts of the Fuel System: Low Pressure Fuel Pump Module & Level Unit; Fuel Injectors; Fuel Rail; High Pressure Fuel Line; High Pressure Injection Pump & Regulator Unit
- Parts of the Exhaust Gas Recirculation (EGR) System: EGR Cooler Tubes; EGR Cooler; EGR Valve; EGR Temperature Sensor; EGR Cooler bypass actuator
- Other Sensors That Are Covered: Oxygen Sensors; NOx Sensors; Intake Manifold Pressure Sensor; Engine Coolant Temperature Sensor; Fuel/Water Separator Sensor; Intake Swirl Actuator Sensor; Engine Camshaft Position Sensor; Engine Crankshaft Position Sensor; Particulate Matter Sensor; Mass Airflow Sensor; Boost Pressure Sensor; Crankcase Pressure Sensor; Exhaust Manifold Pressure Sensor; Throttle Valve; Exhaust Temperature Sensor; DPF Differential Pressure Sensor
- Engine Control Module (Computer)
- Transmission Control Module (Computer/Valve Body & Solenoids)
- Throttle Valve
- Cylinder Head Assembly, including Valves, Springs, Valve Spring Keepers, Valve Seats, Cam Bearing Caps, and Manifold Studs (Camshaft and other components of the assembly are not covered)
- Engine Thermostat/housing/gasket
- The turbocharger system including all related hoses and pipes, all sensors and actuators
- Additionally, the Extended Warranty shall cover the cost of any OBD Diagnostic Scan for malfunctions that trigger the OBD Malfunction Indicator Light (MIL), regardless of whether the malfunction is attributable to a part that is covered under the Extended Warranty.

The Approved Emissions Modification Extended Warranty will extend to all parts and labor related to the covered components.

The Approved Emissions Modification Extended Warranty will not void any outstanding warranty. If there is a conflict between the Extended Warranty and any outstanding warranty, that conflict will be resolved to your benefit. The warranty term is the greater of (i) 10 years from the date of initial sale or 120,000 actual miles on the vehicle odometer, whichever comes first; and (ii) 4 years or 48,000 miles from the date and mileage of installing the Approved Emissions Modification on the vehicle, whichever comes first. In no event shall the Extended Warranty apply to or provide any coverage for Eligible Vehicles after May 1,

2029. In the event that an Eligible Vehicle that has received the Approved Emissions Modification is resold, the remaining Extended Warranty Period, if any, is transferable to subsequent purchasers and shall continue through the date or mileage determined in this Paragraph for the benefit of such subsequent purchasers.

The Extended Warranty also provides buyback protections to any Eligible Owner or Eligible Lessee of an Eligible Vehicle that receives the AEM in the event that, during the 18 months or 18,000 miles (whichever comes first) following the completion of the AEM (the "Remedy Period"), Fiat Chrysler fails to repair or remedy a confirmed failure or malfunction covered by the Extended Warranty and associated with the AEM (a "Warrantable Failure") after the Eligible Owner or Eligible Lessee physically presents the Eligible Vehicle to a Fiat Chrysler Authorized Dealer for repair of the Warrantable Failure; and (1) the Warrantable Failure is unable to be remedied after making four separate service visits to the same Fiat Chrysler Authorized Dealer for the same Warrantable Failure during the Remedy Period; or (2) the Eligible Vehicle with the Warrantable Failure is out-of-service due to the Warrantable Failure for a cumulative total of thirty (30) days during the Remedy Period, not including any days when the Dealer returns or otherwise tenders the Eligible Vehicle to the customer while the Fiat Chrysler Authorized Dealer awaits necessary parts and such vehicle remains Operable.

HOW TO GET BENEFITS – FILING CLAIMS FOR ELIGIBLE VEHICLES

16. How do I claim Class Action Agreement benefits?

To claim Class Action Agreement benefits, you will need to make a claim online or by mail. You can obtain and print forms for mail submissions on the Settlement Website or request them by mail by calling 1-833-280-4748. Online claims submissions are likely to be processed most quickly.

Online: www.EcoDieselSettlement.com.

Mail: **[Address for claims – to be updated upon preliminary approval of settlement]**.

17. When can I make a claim?

The Claims Period begins on the date the Court grants final approval of the Settlements. The earliest date this could occur is April 29, 2019. While FCA may not review Claims Forms and supporting documentation until the Claims Period begins, you will be able to start your claim before the Claims Period begins and you can take steps now to stay updated on the claims process. Please check the Settlement Website (www.EcoDieselSettlement.com) for updates.

You should visit the Settlement Website (www.EcoDieselSettlement.com) or call 1-833-280-4748 as soon as possible to sign up for e-mail updates about the Class Action Agreement, including notification of when Claims Forms will be available. **Signing up for e-mail updates on the Settlement Website is not submission of a claim, and you should check the Settlement Website (www.EcoDieselSettlement.com) regularly, even after you sign up for e-mail updates.**

18. What is the deadline to make a claim?

The deadline for you to submit a claim depends on whether you are (i) an Eligible Owner or Eligible Lessee or (ii) an Eligible Former Owner or Eligible Former Lessee.

If you are an Eligible Former Owner or Eligible Former Lessee, to receive benefits under the Class Action Agreement, you must submit a complete and valid claim within 90 days of the Court's final order approving the Settlements. Under the proposed schedule, this would mean a deadline of July 29, 2019, although the deadline may change depending on when the Court finally approves the Settlements.

However, if you become an Eligible Former Owner or Eligible Former Lessee because your Eligible Vehicle is transferred to a third party after January 10, 2019, as a result of a total loss, but before the AEM is performed, your deadline to submit a complete and valid claim is the later of (1) 90 days from the Court's order granting final approval of the Settlements, or (2) 60 days after title is transferred (for Eligible Former Owners), or 60 days after surrendering the leased vehicle under the terms of the lease (for Eligible Former Lessees). In no event, however, will the deadline extend beyond 21 months from the Court's order granting final approval of the Settlements.

The deadline for Eligible Former Lessees whose leases began on or before January 12, 2017, and who terminate their leases before receiving the AEM is also the later of (1) 90 days from the Court's orders granting final approval of the Settlements or (2) 60 days after surrendering the leased vehicle under the terms of the lease, but in no event later than 21 months from the Court's orders granting final approval of the Settlements.

All other Class Members must submit a complete and valid claim by 21 months from the Court's orders granting final approval of the Settlements. You will need to complete any Approved Emissions Modification by the time the Class Action Agreement claim program ends, which is 24 months from the Court's orders granting final approval of the Settlements. To ensure that you have adequate time to

schedule and complete your Approved Emissions Modification, you should not wait until the 21-month deadline approaches to submit your claim or schedule your Approved Emissions Modification.

Class Members who do not submit a claim by the applicable deadline will not receive settlement compensation.

19. What supporting documents do I need to make a claim?

To start your claim, go to the Settlement Website (www.EcoDieselSettlement.com) and navigate to the Online Claims Portal, where you will be asked for your VIN (Vehicle Identification Number) and other information required to create a claim. You will be required to submit supporting documentation to complete your claim, which may include:

- Current vehicle registration (if applicable);
- Your driver's license or other government-issued identification;
- Dates you owned or leased the Eligible Vehicle; and
- Sufficient proof of current or former ownership or lease (as applicable).

20. When and how will I receive my payment?

The earliest possible time for payments to begin is approximately six weeks from the Court's order granting final approval of the Class Action Agreement. If the Court grants final approval of the Class Action Agreement, Defendants will pay eligible claims on a rolling basis as they are received and approved and offers are accepted by Class Members. The claims program will begin when the Court grants final approval of the Class Action Agreement and will not wait until appeals, if any, are resolved before providing benefits.

Once your claim is submitted, including all required documentation, you will be notified whether your claim is complete. If your claim is deficient, you will receive instructions concerning how to resolve any deficiency. Once your claim and documents are complete and you are determined to be eligible, you will receive an offer letter and release form that you must sign, notarize, and return. Once the offer package is accepted, you will be able to schedule your Approved Emissions Modification at a Fiat Chrysler Authorized Dealer (for Eligible Owners and Eligible Lessees), or your payment will be processed (for Eligible Former Owners and Eligible Former Lessees). For Eligible Owners and Eligible Lessees, payments will be processed only after the Approved Emissions Modification is performed.

In general, Eligible Owners and Eligible Lessees should complete a claim before scheduling an appointment for an Approved Emissions Modification. However, an Eligible Owner or Eligible Lessee who receives an Approved Emissions Modification prior to submitting a claim will still be eligible for compensation if the Eligible Owner or Eligible Lessee later submits a valid claim within 21 months of the Court's orders granting final approval of the Settlements.

If you are an Eligible Owner, and you complete a valid claim within the first 90 days after the Court grants final approval of the Settlements, you may choose to either (i) receive an initial payment of \$2,460, and an additional, later payment of \$615 if no Eligible Former Owner or Eligible Former Lessee makes a valid claim for compensation related to your vehicle within 90 days after the Court grants final approval of the Settlements, or (ii) choose to receive a single lump-sum payment after 90 days from the date the Court grants final approval of the Settlements, which will be \$2,460 if an Eligible Former Owner or Eligible Former Lessee has made a valid claim for your vehicle, or \$3,075 if no Eligible Former Owner or Eligible Former Lessee has made a valid claim for your vehicle. If you have any questions about your payment options, please call 1-833-280-4748.

UNDERSTANDING THE CLASS ACTION PROCESS

21. Why did I receive Notice of the Settlements?

You received a Notice because you may be a member of the Class. The Court authorized this Notice because Class Members have a right to know about the proposed Class Action Agreement and to understand all of their options before the Court decides whether or not to approve the Class Action Agreement. This Notice summarizes the Class Action Agreement and explains Class Members' legal rights and options, as well as the relief provided by the Consent Decree.

22. What is a class action?

A class action is a representative lawsuit. One or more plaintiffs (who are also called "class representatives") sue on behalf of themselves and all other people with similar claims who are not named in the lawsuit but are described in the class definition and are called "Class Members." When a class action is settled, the Court resolves the issues in the lawsuit for all Class Members, except for those who leave (opt out of) the class. Opting out means that you will not receive benefits under the Class Action Agreement. The opt-out process is described in Question 25 of this Notice.

23. What am I giving up in exchange for receiving the Class Action Agreement benefits?

If the Court approves the Class Action Agreement and you do not opt out, you will be eligible for the monetary benefits described above. In exchange, you will waive your right to sue the Defendants and related parties for the claims being resolved by this Class Action Agreement.

This Class Action Agreement **does not** provide compensation for any individuals or entities who are not members of the Class (see Question 2) and does not affect any legal claims related to claims for personal injury or wrongful death.

The Class Action Agreement contains the complete text and details of what rights Class Members waive unless they exclude themselves from the Class Action Agreement, so please read it carefully. In particular, please refer to Section 9 of that document. The Class Action Agreement is available on the Settlement Website (www.EcoDieselSettlement.com). If you have any questions, you may talk to the class counsel listed in Question 28 for free, or you may talk to your own lawyer.

24. Am I releasing any personal injury or wrongful death claims if I participate in the Class Action Agreement?

No. The Class Action Agreement does not affect or release any personal injury or wrongful death claims you may have, now or in the future.

25. How do I get out of the Class Action Agreement?

If you do not want to receive the benefits provided by the Class Action Agreement, and you want to retain the right to sue the Defendants separately about the legal issues in this case, then you must take steps to remove yourself from the Class. You may do this by asking to be excluded from—sometimes referred to as "opting out of"—the Class. To do so, you must mail a letter or other written document to the Claims Administrator. Your request must include:

- Your name, address, and telephone number;
- The VIN of your vehicle;

- A statement that “I wish to exclude myself from the Class in *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, No. 3:17-md-2777,” or substantially similar clear and unambiguous language;
- A statement as to whether you own, lease, owned, or leased an Eligible Vehicle and the dates of ownership or lease;
- If you no longer own or lease your vehicle, evidence that the vehicle was sold or that the lease expired or was terminated; and
- Your personal signature (electronic signatures, including Docusign, are invalid and will not be considered personal signatures).

You must mail your exclusion request, postmarked by the Opt-Out Deadline of April 1, 2019, to **[Address for opt-outs – to be updated upon preliminary approval of settlement]**. If you bought your Eligible Vehicle on or after the Opt-Out Deadline, your exclusion request deadline is 30 days from the date of your purchase or acquisition.

26. If I stay in this Class Action Agreement, can I sue these Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue the Defendants for all of the claims that this Class Action Agreement resolves.

27. If I exclude myself, can I still get full benefits from the Class Action Agreement?

No. If you exclude yourself, you will not get any of the monetary benefits provided by the Class Action Agreement. Under the Consent Decree, you would still be able to obtain an Approved Emissions Modification and Extended Warranty free of charge.

28. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers to represent all Class Members as “Class Counsel.” You will not be charged for contacting these lawyers. **Please contact them at EcoDieselClassCounsel@lchb.com or 1-888-315-6096.** They are:

Elizabeth J. Cabraser LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111	W. Daniel Miles, III BEASLEY, ALLEN, CROW, METHVIN, PORTIS & MILES P.C. 218 Commerce Street Montgomery, AL 36104
Roland K. Tellis BARON & BUDD, P.C. 15910 Ventura Boulevard, Suite 1600 Encino, CA 91436	David S. Casey, Jr. CASEY GERRY SCHENK FRANCAVILLA BLATT & PENFIELD LLP 110 Laurel Street San Diego, CA 92101-1486
Lesley E. Weaver BLEICHMAR FONTI & AULD, LLP 555 12th Street, Suite 1600 Oakland, CA 94607	Lynn Lincoln Sarko KELLER ROHRBACK L.L.P. 1201 Third Avenue, Suite 3200 Seattle, WA 98101
Steve W. Berman HAGENS BERMAN SOBOL SHAPIRO LLP 1301 2nd Avenue, Suite 2000	Rachel L. Jensen ROBBINS GELLER RUDMAN & DOWD

Seattle, WA 98101 Joseph F. Rice MOTLEY RICE, LLC 28 Bridgeside Boulevard Mount Pleasant, SC 29464	LLP 655 West Broadway, Suite 1900 San Diego, CA 98101 Stacey P. Slaughter ROBINS KAPLAN LLP 800 LaSalle Avenue, Suite 2800 Minneapolis, MN 55402
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29. How will the lawyers be paid? And how much?

Any attorneys' fees and costs awarded to Class Counsel by the Court will be paid separately by Defendants in addition to the Class benefits, and will not reduce benefits to Class Members.

Defendants will pay reasonable attorneys' fees and costs to Class Counsel approved by the Court in addition to the benefits provided to the Class Members in the Class Action Agreement. Class Counsel will ask the Court to award [\$] in attorneys' fees and [\$] costs in a document to be filed on February 25, 2019. That document will be available on the Settlement Website shortly after it is filed with the Court, and will describe the methodology and rationale behind Class Counsel's request. Class Members will have an opportunity to comment on and/or object to this request, as explained further in Question 30. The Court must approve these attorneys' fees and costs before they are paid by Defendants.

Defendants will not pay attorneys' fees and costs to any attorneys other than Class Counsel and attorneys working under Class Counsel's direction. If you choose to hire attorneys that have not been appointed as Class Counsel, you may incur additional charges, subject to your agreement with your personally-retained attorneys. No attorneys other than Class Counsel or other attorneys authorized by Class Counsel to perform work in connection with this Action will receive fees or expenses from Defendants under this Class Action Agreement or any fee-shifting statute.

30. How do I tell the Court if I do not like the Class Action Agreement?

If you do not exclude yourself from the Class Action Agreement, you may object to it. The Court will consider your views. To comment on or to object to the Class Action Agreement or Class Counsel's request for attorneys' fees and costs, you or your attorney must submit your written objection to the Court, including the following:

- Your name, address, and telephone number;
- A statement saying that you object to the Class Action Agreement in *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, No. 3:17-md-2777 (N.D. Cal.);
- A statement that you have reviewed the Class definition and have not opted out of the Class;
- The reasons you object to the Class Action Agreement or Class Counsel's request for attorneys' fees and costs, along with any supporting materials;
- The VIN of your Eligible Vehicle and the dates you owned or leased the Eligible Vehicle; and
- Your signature and date.

In addition, if you wish to speak at the final approval hearing (the "Fairness Hearing"), you must submit a written notice of your intent (see Question 34 below).

You must mail your objection to the addresses below, postmarked by April 1, 2019:

COURT	CLASS COUNSEL	FIAT CHRYSLER DEFENDANTS	BOSCH DEFENDANTS
Clerk of the Court/Judge Edward Chen Phillip Burton Federal Building & United States Courthouse 450 Golden Gate Avenue San Francisco, CA 94102	Elizabeth Cabraser Lieff Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111	Robert J. Giuffra, Jr. Sullivan & Cromwell LLP 125 Broad Street New York, NY 10004	Matthew D. Slater Cleary Gottlieb Steen & Hamilton LLP 2112 Pennsylvania Avenue NW Washington, DC 20037

31. What is the difference between objecting to the Class Action Agreement and opting out?

If you opt out of the Class, you cannot object to the Class Action Agreement. Opting out is telling the Court that you do not want to be part of the Class Action Agreement, and you do not want to receive any Class Action Agreement benefits. If you opt out, you have no basis to object to the Class Action Agreement by telling the Court you do not like something about it, because the Class Action Agreement no longer affects you. If you opt out, you retain your right to sue Defendants, but you give up your right to obtain monetary compensation under the Class Action Agreement. If you opt out, you may still receive the Approved Emissions Modification and Extended Warranty.

32. When and where will the Court decide whether to approve the Class Action Agreement?

The Court will hold the Fairness Hearing on **[Date to be set by Court]**, at **[time to be set by court]**, at the United States District Court for the Northern District of California, located at the United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the Settlement Website (www.EcoDieselSettlement.com) or call 1-833-280-4748.

At this hearing, the Court will hear evidence about whether the Class Action Agreement and Class Counsel's request for attorneys' fees and costs is fair, reasonable, and adequate. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the Class Action Agreement and Class Counsel's request for attorneys' fees and costs. We do not know how long it will take for the Court to reach its decisions.

33. Do I have to attend the hearing?

No. Class Counsel and lawyers representing the Defendants will answer questions the Court may have. You are welcome to attend at your own expense. If you timely file an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You also may have your own lawyer attend the hearing at your expense, but it is not necessary.

34. May I speak at the hearing?

If you do attend the Fairness Hearing, you may ask the Court for permission to speak. To do so, you must first send a letter stating that it is your "Notice of Intention to Appear in *In Re Chrysler-Dodge-Jeep EcoDiesel Marketing, Sales Practices, and Products Liability Litigation*, No. 3:17-md-2777 (N.D. Cal.)." Be

sure to include your name, address, telephone number, and signature. Your notice of intention to appear must be postmarked by **[Date to be set by the Court]** and sent to the addresses listed in Question 30. The Court will determine whether to grant you permission to speak.

35. How do I get more information?

This Notice summarizes the proposed Class Action Agreement. More details are in the Class Action Agreement and the proposed Consent Decree. You can get a copy of all of these documents from the Settlement Website (www.EcoDieselSettlement.com). You also may write with questions to **[Address for questions – to be updated upon preliminary approval of settlement]** or call 1-833-280-4748.

You can access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, between 9:00 am and 4:00 pm, Monday through Friday, excluding Court holidays.